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L. R. A. (N. S.) 309, not to be corrected by a subsequent charge to the same effect, where the court again expressly refuses to give the first instructions asked.

Bail.—Money deposited as bail to secure the release of another from custody in which he is illegally detained is held, in *State ex rel. Grass v. White* (Wash.) 2 L. R. A. 563, to be recoverable back, although the condition of the deposit is not complied with.

Banks and Banking—Validity of Customs.—The custom of a bank to send paper received for collection to the bank on which it is drawn is held, in *Farley Nat. Bank v. Pollak & Bernheimer* (Ala.) 2 L. R. A. (N. S.) 194, to be void for unreasonableness.

Banks and Banking—Insolvency.—Funds of an insolvent bank on deposit with a correspondent bank are held, in *Clark v. Toronto Bank* (Kan.) 2 L. R. A. (N. S.) 83, to pass to the receiver, rather than the holder of a draft issued before the appointment of the receiver, but not presented until after the drawee had notice of the receivership.

Corporations—Ultra Vires—Accommodation Indorser.—One taking, in payment of equipment furnished to a contractor for the construction of a street railway, notes made by and payable to the contractor itself, containing the indorsement of the company for which the maker is performing the work, was held, in *J. G. Brill Co. v. Norton & T. Street R. Co.* (Mass.) 2 L. R. A. (N. S.) 525, to be chargeable with knowledge that the indorsement was merely for accommodation, and therefore ultra vires.

Municipal Corporations—Fire Limits—Wooden Buildings.—A building consisting of a wooden frame covered on the outside with sheets or corrugated iron, the interior, including the floor, ceiling, etc., being entirely of wood, was held, in *Sylvania v. Hilton* (Ga.) 2 L. R. A. (N. S.) 483, not to meet the requirements of a municipal ordinance requiring buildings to be constructed of brick, stone, or other incombustible material, and covered with tin, or metallic, or fireproof roofing.

Carriers of Passengers—Assaults.—The liability, or nonliability, of a carrier for an unprovoked assault by a third person upon a passenger is held, in *Brown v. Chicago, R. I. & P. R. Co.* (C. C. A. 8th C.) 2 L. R. A. (N. S.) 105, to depend upon the question whether the employees knew, or, by the exercise of proper care could have known, and guarded against, the threatened injury.

Carriers of Passengers—Ejection.—A purchaser who, before purchasing a ticket, was informed by the agent that a certain train